

# MEETING NOTICE

LANCASTER COUNTY CORRECTIONAL FACILITY JOINT PUBLIC AGENCY

TUESDAY, MARCH 30, 2010

COUNTY-CITY BUILDING, ROOM 112

555 SOUTH 10<sup>th</sup> Street

9:00 A.M.

## AGENDA

*Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the rear of the Hearing Room.*

1. **APPROVAL OF MINUTES** – February 16, 2010
2. **APPROVAL OF CLAIMS** – processed through March 23, 2010
3. **SETTING OF NEXT MEETING** – April 27, 2010
4. **ADJOURNMENT**

**MINUTES**  
**LANCASTER COUNTY CORRECTIONAL FACILITY JOINT PUBLIC AGENCY (JPA)**  
**COUNTY-CITY BUILDING, ROOM 112**  
**TUESDAY, FEBRUARY 16, 2010**  
**9:00 A.M.**

Present: Bernie Heier, Chair; Ray Stevens; Chris Beutler; and Doug Emery

Others Present: Dennis Meyer, County Budget & Fiscal Officer; Mike Thurber, Corrections Director; Tom Fox, Deputy County Attorney; Trish Owen, Mayor's Deputy Chief of Staff; Cori Beattie, Deputy County Clerk; and Ann Taylor, County Clerk's Office

The Chair called the meeting to order at 9:02 a.m.

The location announcement of the Nebraska Open Meetings Act was given.

**AGENDA ITEM**

**1     APPROVAL OF MINUTES OF JANUARY 26, 2010 MEETING**

**MOTION:** Emery moved and Stevens seconded approval of the minutes of the January 26, 2010 meeting. Beutler, Emery, Stevens and Heier voted aye. Motion carried 4-0.

**2     APPROVAL OF CLAIMS PROCESSED THROUGH JANUARY 19, 2010**

Dennis Meyer, County Budget and Fiscal Officer, said the standard bills were paid to Wells Fargo, Clark Enerson and Sampson Construction. He said additional claims reflect refunds totaling \$924.65 to the State related to property tax collections (homestead exemption refunds).

**MOTION:** Stevens moved and Emery seconded approval of the claims. Emery, Stevens, Beutler and Heier voted aye. Motion carried 4-0.

**3     APPROVAL OF LETTER FOR MATCHING FUNDS REQUIRED  
BY THE DEPARTMENT OF ENERGY FOR THE FEDERAL  
GRANT RECEIVED THROUGH THE DISTRICT ENERGY  
CORPORATION (DEC)**

Meyer said the District Energy Corporation (DEC) received a \$5,000,000 grant from the Department of Energy for its project to provide energy services to the new jail facility. The grant requires a one-to-one match and the DEC will not have the funds available for the match until May, when it will issue approximately \$20,000,000 in long-term bonds to finance the project. He said Lauren Wismer, Bond Counsel, drafted a letter which states the Lancaster County Correctional Facility Joint Public Agency (JPA) has funds available from its issuance of \$65,000,000 in bonds for the correctional facility to cover the match until issuance of the DEC bonds (Exhibit A).

Tom Fox, Deputy County Attorney, appeared and said he had some concerns but said Wismer assured him this is permitted since the two projects are intertwined. He said it is not considered a loan and no JPA funds will actually be spent.

**MOTION:** Beutler moved and Stevens seconded approval of the letter. Stevens, Beutler, Emery and Heier voted aye. Motion carried 4-0.

#### **4 SETTING OF NEXT MEETING**

Consensus was to schedule the next meeting on Tuesday, March 30, 2010. The meeting will be held in Room 112 of the County-City Building.

#### **5 ADJOURNMENT**

**MOTION:** Stevens moved and Beutler seconded to adjourn the meeting at 9:14 a.m. Beutler, Stevens, Emery and Heier voted aye. Motion carried 4-0.

Cori R. Beattie

Cori Beattie  
Lancaster County Deputy Clerk



Lancaster County Correctional Facility Joint Public Agency  
List of Claims through March 23, 2010

<u>Item Number</u>	<u>Payee</u>	<u>Invoice</u>	<u>Amount</u>	<u>Description</u>
<b>Bond Proceeds -</b>				
1	Wells Fargo	412-1853584 0210	103.91	Bank Fees - February 2010
2	Sampson Constuction Co., Inc.	8	665,246.00	February 2010 Services - see attached invoice
3	The Clark Enersen Partners	C-08-0055 #24	15,649.07	Bidding and Construction Admin - 36% complete
4	The Clark Enersen Partners	C-08-0055 #25	15,268.49	Bidding and Construction Admin - 39% complete
5	Wells Fargo	641802	350.00	Paying Agent Fee (2-12-2010/2-11-2011)
6	Lancaster County	#1 - #13	<u>3,162,665.83</u>	Reimbursement of Architect Fees
	TOTAL		<u><u>3,859,283.30</u></u>	



# CLIENT ANALYSIS STATEMENT



## ACCOUNT SUMMARY

0003 3744 0055356 99665  
FEBRUARY 2010

WELLS FARGO BANK, N.A.  
PO BOX 63020  
SAN FRANCISCO, CA 94163

Officer:  
Phone No.:

BALTERS, MONICA L  
402-434-4241

LANCASTER COUNTY TREASURER  
JPA CONSTRUCTION  
555 S 10TH ST  
LINCOLN, NE 68508-2803

Average Positive Collected Balance.....	\$	394,120.31
Investable Balance Available for Services.....	=	394,120.31
Current Month Analyzed Charges.....	-	0.00
Current Month Fee Based Charges.....	\$	103.91 *

\*Charges not offset by balances.

## BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
412-1853584	LANCASTER COUNTY TREASURER	394,120.31	394,120.31			103.91

Number of days in this cycle: 28

Investable balance required to offset \$1.00 of analyzed charges:

Balance required to cover all analyzed charges:

\$	0.00
\$	0

## SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
FINBMM	00 0230	FDIC ASSESSED MTLY/THSD INTST BRNG			
		BALANCE & COMPENSATION INFORMATION	0.12800	394.12	50.45 *
22051	01 0000	ACCOUNT MAINTENANCE-CHEXSTOR			50.45
CK001	01 0100	DEBITS POSTED	15.00000	1.00	15.00 *
		GENERAL ACCOUNT SERVICES	0.05000	3.00	0.15 *
22202	15 0100	DDA CHECKS PAID			15.15
		PAPER DISBURSEMENT SERVICES	0.14095	3.00	0.42 *
CK018	25 0201	ELECTRONIC CREDITS POSTED			0.42
ES344	25 0202	ACH RECEIVED ITEM	0.45000	8.00	3.60 *
		GENERAL ACH SERVICES	0.00000	1.00	0.00 *
ES030	35 0300	WIRE IN DOMESTIC			3.60
ES139	35 0104	WIRE-OUTGOING DOMESTIC/DRAWDOWN-CEO	8.14286	2.00	16.29 *
		WIRE & OTHER FUNDS TRANSFER SERVICE	6.00000	3.00	18.00 *
					34.29
		Total Analyzed Charges			0.00
		* Total Fee Based Charges			103.91
		Total Service Charges			103.91

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGES

PAGE ONE OF

TO OWNER: The County of Lancaster, NE  
555 South 10th Street  
Lincoln, NE 68508

PROJECT: Lancaster County Detention Facility  
West O Street & Southwest 40th Street

APPLICATION NO 8

FROM CONTRACTOR:

VIA: Angie Koziol, Business Manager

Sampson Construction Co., Inc.  
3730 So. 14th St.  
Lincoln, NE 68502

Lancaster County Dept. of Corrections  
605 South 10th Street  
Lincoln, NE 68508

PERIOD TO: 2/28/2010

PROJECT NOS: 08041

CONTRACT FOR: General

CONTRACT DATE: 5/13/2008

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 59,900,000.00
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 59,900,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 8,977,806.00

5. RETAINAGE:

- a. 10 % of Completed Work (Column D + E on G703) 879,791.00
- b. % of Stored Material (Column F on G703) \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) 879,791.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 879,791.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 8,098,015.00

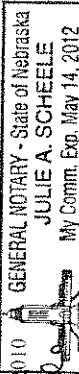
8. CURRENT PAYMENT DUE \$ 7,432,769.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 665,246.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

CONTRACTOR: Sampson Construction Co., Inc.

By: [Signature] Date: 3-4-10

State of: Nebraska County of: Lancaster  
Subscribed and sworn to before me this 4th day of March 2010  
Notary Public Julie A. Scheele  
My Commission Expires: 5-14-2012



## OWNER APPROVAL

APPROVED AMOUNT .....\$ 665,246.00

OWNER: Lancaster County Corrections

By: Michael Thibodeau Date: 3-17-10

This Certificate is not negotiable. The APPROVED AMOUNT is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8  
APPLICATION DATE: 3/4/2010  
PERIOD TO: 2/28/2010  
ARCHITECT'S PROJECT NO: 08041

## LANCASTER COUNTY DETENTION FACILITY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	3A-Augured CIP Piles (Longfellow Foundations)	470,813	461,903	129,596		461,903	8,910	46,190
2	3B-Found./Poured Walls/CIP Retain Walls (Stephens & Smith)	1,460,901	262,962			392,558	1,068,343	39,256
3	Temporary Heat for Construction	100,000					100,000	0
4	3B-Interior Slabs (Sampson Construction)	1,048,800	68,700			68,700	980,100	6,870
5	3C-Precast Struct. Conc/Steel Erection (Concrete Industries)	7,051,820					7,051,820	0
6	Electrical Devices in Precast Panels	124,500					124,500	0
7	4A-Masonry (Midwest Masonry)	2,912,391	43,040			43,040	2,869,351	4,304
8	Wall Height Coordination (Schedule vs. Detail)	300,000					300,000	0
9	5A-Steel Materials (Steel Fabricators)	384,229					384,229	0
10	6A-Rough Carpentry (Mark Sass)	116,242					116,242	0
11	6B-Finish Carpentry (Sampson Construction)	860,200	3,100			3,100	857,100	310
12	Allowance for Addl. Projection Screens/Tackboards	10,000					10,000	0
13	7A-Joint Sealants (McGill Brothers)	367,035					367,035	0
14	Security Joint Sealant Coordination	100,000					100,000	0
15	7B-Waterproofing and Subdrainage	154,200		18,529		18,529	135,671	1,853
16	7C-Fireproofing and Firestopping	78,000					78,000	0
17	7D-Metal Wall Panels/Sheet Metal Flashings & Trim (SGH)	337,211	21,190			21,190	316,021	2,119
18	7E-Roofing/Sheet Metal Flashings & Trim (Sprague Roofing)	1,312,564					1,312,564	0
19	7F-Spray on Foam Insulation (Liquid Foam Insulation)	8,841					8,841	0
20	8A-Doors and Hardware (DH Pace Company)	551,450					551,450	0
21	8B-Overhead Doors & Loading Dock Equip. (Raynor Doors)	196,934					196,934	0
22	8C-Aluminum and Glass (City Glass)	824,926	16,500			16,500	808,426	1,650
23	Allowance for Attic Stock for Detention Windows	50,000					50,000	0
24	8D-Skylights & Translucent Panel Roof System (SGH)	358,278	22,555			22,555	335,723	2,256
25	9A-Metal Framing/Drywall/Sheath/Firestop (E & K of Omaha)	1,676,575					1,676,575	0
26	9B-Hardcoat Exterior Finish System (Paul L. Kess)	17,194					17,194	0
27	9C-Ceilings (T-C Ceilings)	411,498	4,115			4,115	407,383	412
28	9D-Tile (Great Plains Stone & Tile)	67,631					67,631	0
29	9E-Flooring (Floors Inc.)	419,255					419,255	0
30	Allowance for Attic Stock for Finish Materials	37,500					37,500	0
31	9F-Resinous Flooring (Surface Sealers)	280,927					280,927	0
32	9G-Painting/Staining (Gene Phillips)	242,304					242,304	0

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			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD				
33	9H-Painting/High Perf. Coatings & Epoxy (Surface Sealers)	1,086,217	17,379			17,379	1,068,838	1,738
34	Post Punchlist Finish Corrections Allowance	49,000					49,000	0
35	10A-Signage (ASI Modulex)	13,671					13,671	0
36	Monument Sign Allowance	90,000					90,000	0
37	10B-Operable Partitions (SGH)	24,213	1,400			1,400	22,813	140
38	10C-Access Flooring (Porter Trustin Carlson)	12,719					12,719	0
39	Allowance for Cut Out Holes in Access Flooring	1,500					1,500	0
40	11A-Detention (Chief Custom Products)	2,234,817	22,348	71,355		93,703	2,141,114	9,370
41	11B-Property Storage System (Midwest Storage Solutions)	127,225					127,225	0
42	11C-Laundry Equipment (A A Horwath)	403,065					403,065	0
43	11D-Food Service Equipment (Paramount Restaurant)	1,534,725	15,195			247,040	1,287,685	24,704
44	12-Roller Window Shades (Craftsman Window Covering)	28,457					28,457	0
45	Window Shade Pockets Install	4,050					4,050	0
46	13-Prefabricated Precast Concrete Cell Module (Tindall Corp.)	4,196,771	2,845,090			3,619,826	576,945	361,983
47	14-Conveying Systems (Eletech)	372,706	32,847			32,847	339,859	3,285
48	21-Fire Sprinkler (Nifco)	834,765					834,765	0
49	22-Plumbing & Hydronic Piping (Midwest Mechanical)	3,794,003	784,881	14,132		906,884	2,887,119	90,688
50	23-HVAC/Controls/Balancing (Falcon)	3,612,741	59,273			275,648	3,337,093	27,565
51	Allowance for Addl. Security Bars in HVAC Openings	20,000					20,000	0
52	16A-Electrical (Commonwealth Electric)	4,707,091	488,539	127,000		615,539	4,091,552	61,554
53	28-Electronic Safety & Security (Accurate Controls)	2,457,339	147,440	5,278		152,718	2,304,621	15,272
54	31A-Earthwork (Shanahan Brothers)	396,004	226,728			226,728	169,276	22,673
55	Site Access Roadway	384,985	69,242			69,242	315,743	6,924
56	32A-Landscaping Allowance	495,023					495,023	0
57	32B-Concrete Paving & Sidewalks (Plate Valley Precast)	993,235		45,000		45,000	948,235	4,500
58	32C-Asphalt Paving, Curb & Gutter	55,288					55,288	0
59	32D-Chain-link Fences and Gates (American Fence)	98,558					98,558	0
60	Revised Gates/Addl. Fence Allowance	25,000					25,000	0
61	33-Utilities (True Line Underground)	415,414	389,901			389,901	25,513	38,990
62	Allowance for Meter Houses	80,000					80,000	0
63	Testing/Special Inspections (Olsson)	220,000	21,295			21,295	198,705	2,130
64	GC-General Conditions	4,315,548	213,707	73,161		286,868	4,028,680	28,687

# CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 8  
APPLICATION DATE: 3/4/2010  
PERIOD TO: 2/28/2010  
ARCHITECT'S PROJECT NO: 08041

## LANCASTER COUNTY DETENTION FACILITY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
65	Building Permit	162,801	147,617			147,617	91%	15,184	14,762
66	Builders Risk Insurance	104,574	104,574			104,574	100%		10,457
67	Bond	214,575	214,575			214,575	100%		21,458
68	Fee @ 3.25%	1,815,819	253,665	23,267		276,932	15%	1,538,887	27,693
69	Preconstruction Services	179,900	179,900			179,900	100%		
70	Contingency	2,005,982							
	<b>GRAND TOTALS</b>	<b>59,900,000</b>	<b>7,139,661</b>	<b>507,318</b>	<b>1,330,827</b>	<b>8,977,806</b>	<b>15%</b>	<b>50,922,194</b>	<b>879,791</b>

## Lancaster County General Conditions

2/28/2010

Monthly Cost 2- Cost to Date  
28-2010 2-28-2010

		Budget	28-2010	2-28-2010
1021	Survey	\$ 82,800	\$ 661	\$ 2,386
1022	Submittal exchange	\$ 15,000	\$ -	\$ 13,050
1101	Printing & postage	\$ 36,000	\$ -	\$ 537
1150	Supervision	\$ 870,000	\$ 14,966	\$ 78,035
1151	Project management	\$ 960,000	\$ 39,204	\$ 115,505
1152	Contract Administration	\$ 135,000	\$ 1,241	\$ 8,349
1156	Temp. office equipment & supplies	\$ 27,000	\$ 58	\$ 2,580
1501	Temp. Electric	\$ 105,000	\$ 809	\$ 8,389
1503	Temp. Heat	\$ 218,732	\$ 1,146	\$ 1,468
1504	Temp. phones	\$ 42,000	\$ 500	\$ 4,674
1505	Temp. Water	\$ 15,000	\$ 46	\$ 290
1510	Security	\$ 24,000	\$ -	\$ -
1516	Temp. toilet	\$ 46,800	\$ 146	\$ 873
1518	Dumpsters	\$ 39,000	\$ -	\$ 60
1519	Safety administration	\$ 75,000	\$ 589	\$ 2,090
1520	Fencing perimeter of site	\$ 25,980	\$ -	\$ -
1521	Barricades/traffic control	\$ 21,000	\$ -	\$ 264
1530	Other costs	\$ 19,802	\$ -	\$ 2,500
1601	Temp. Heat equipment	\$ 35,000	\$ -	\$ -
1602	Temp. Cooling equipment	\$ 34,000	\$ -	\$ -
1603	Winter enclosures	\$ 55,000	\$ 296	\$ 296
1702	Material Handling	\$ 42,000	\$ 534	\$ 1,568
1703	site maint./pump water/snow removal	\$ 39,000	\$ 400	\$ 4,368
1705	Daily Clean-up	\$ 364,554	\$ -	\$ -
1710	Final Clean-up	\$ 243,036	\$ -	\$ -
1800	Close out	\$ 26,880	\$ -	\$ -
1900	Equipment	\$ 297,000	\$ 12,566	\$ 27,934
1903	Temp. office	\$ 54,000	\$ -	\$ 11,652
1904	Storage containers	\$ 48,000	\$ -	\$ -
	Total		\$ 73,161	\$ 286,868

JOHNSON-PIKE & ASSOCIATES  
7373 East U.S. Highway 60 # 23  
Gold Canyon, Arizona 85218  
480-899-1826  
480-899-7080 (FAX)

## DELIVERY/PICK-UP RECEIPT

DATE: 12-28-09SOLD TO: Paramount Rest. SupplyP.O. # PO113605101 Main St.Warren, R.I. 02885

QUANTITY	ITEM NUMBER	DESCRIPTION
12	NE-2180	Microwaves
S/N 6KN91000 24	S/N 6K09070025	S/N 6K09070005
S/N 6KN91000 19	S/N 6K09070008	S/N 6K09070003
S/N 6KN91000 18	S/N 6K09070035	S/N 6K09070006
S/N 6K09070007	S/N 6K09070001	S/N 6K09070004
Deliver to: Paramount Restaurant Supply		
4645 W. McDowell Rd, Suite #102		
Phoenix, AZ 85035		
M/F Lancaster Retention		

RECEIVED BY: Kunowski (12) 12/28/09NUMBER OF CARTONS SIGNED FOR 12ORDER COMPLETE Yes







LANCASTER DENTENTION

SO 07019

4629.185.0

SN# 6KN9100024

AL MIC  
UN US

passorio



2





# Packing Slip

Shipping Slip No: 81190  
Ship Date: 12/02/09  
Page 1 of 1

264 SOUTH PERKINS  
RIDGELAND, MS 39157

107

Paramount Rest Sply Corp  
101 Main Street  
P.O. Box 388  
Warren, RI 02885  
USA

PARAMOUNT RESTAURAN SUPPL  
4645 W. MCDOWELL ROAD  
SUITE 102  
PHOENIX, AZ 85035  
USA

882845

PO113611

1

ESTES

Weight

122.00

Item	Description	Unit	Qty Ordered	Qty Packed	Qty Shipped
700CL55D	** Mach W/Lever Hd.	ea	1	1	0
S/N: 3190114303C-10-					
70028163	* Coarse Grating Pli 5MM	ea	1	1	0
700R198	* Food Tray Cart	ea	1	1	0

M/F: LANCASTER DETENTION

Thank you for your order.





robot coupe

CE CARTON CONTIENT / THIS CARTON HOLDS

LANCASTER  
DETENTION

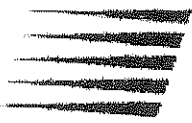
SO070719

ITEM # 4629.40.0

SN: 3190114303C-10

SD  
4629.40.0  
KAW-OT  
DNC

Form with fields for Date, To, From, and other administrative information.



# CRES COR®



12711 Taft Ave  
Cleveland, OH 44108

Packing Slip No: 26554

Ship Date: 12/23/09

Page 1 of 1

## Packing Slip

B I L L T O	87568	S H I P T O	0
	Paramount Rest Sply West 4645 W McDowell Road Phoenix, AZ 85035 USA		Paramount Rest Sply West 4645 W McDowell Road Phoenix, AZ 85035 USA

Order #	PO Number	Ship Via			Weight	Total Pkgs
505872	PO113589	CPL PPDA			2,400.00	24
Item	Description	U/M	Qty Ordered	Qty Packed	Qty BO	
207UA13A	RACK ASSY	EA	23	23	0	
1400 080	BUMPER KIT, CONT 207UA13A	EA	23	23	0	
H33912135C	CABINET 900W,120V,60HZ,1PH	EA	1	1	0	
1056 020	KIT, CORNER BPR, FRT. TROUGH	EA	1	1	0	

Lancaster Detention  
Job #09-4629-67

Thank you for your order.

424

**PRO 20882**

PICKUP DATE 12/23/09

INVOICE DATE 12/23/09

TERMS PREPAID

FROM: MONITOR TRANSPORTATION SERVICES  
CLEVELAND, OH 44131  
MC#240879

SHIPPER: CRES COR  
12711 TAFT AVENUE  
CLEVELAND, OHIO 44108

BILL TO: CRES COR  
5925 HEISLEY ROAD  
MENTOR, OHIO 44060

CONSIGNEE: PARAMOUNT RESTAURANT SUPPLY  
4645 WEST McDOWELL ROAD  
SUITE 102  
PHOENIX, ARIZONA 85035

SHIPPER #10,303

PLEASE REMIT MONITOR TRANSPORTATION SERVICES, INC.

216-901-0970

TO: 3569 MAGNOLIA DR.

CLEVELAND, OH

44131

PAYMENT DUE UPON RECEIPT

DELIVERY DATE		O/O	NO. STOPS		
PIECES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
23		CAS 164390-3	2,300		
1		CAS 26100	100		
		P.O. NO: PO113589			
		ORDER NO: 505872			
		JOB#09-4629-67			
		602 - 269 - 5040			
		TOTAL PIECES	TOTAL WEIGHT		
		24	2,400	INVOICE TOTAL	

DRIVER RETAIN TOP COPY

CONSIGNEE RETAIN BOTTOM COPY

DELIVERY DATE \_\_\_\_\_

DRIVER SIGNATURE \_\_\_\_\_

CONSIGNEE SIGNATURE \_\_\_\_\_

SPECIAL INSTRUCTIONS:

[illegible]

ORIGINAL



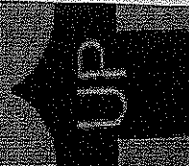
11339121350

0.505872 WT. 100

PARAMOUNT SPLY.

L.A.J. J. 219812

424



LANCASTER

DETENTION

SO070719

ITEM # 4629.225.0

SN: 01/05/10-424



CLEVELAND, OHIO

MADE IN USA



207UA13A  
C-505872 RT.100  
PARAMOUNT REST.  
L-AJ J-219810

LANCASTER DETENTION  
C-505872 RT.100  
PARAMOUNT REST.  
L-AJ J-219810



LANCASTER  
DETENTION  
S0070719  
ITEM # 4629.133.0



 **CRES COR®**

CLEVELAND, OHIO

MADE IN U.S.A.



2070A13A

C-505872 WT. 100

PARAMOUNT REST.

L-AJ J-219810

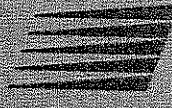
MADE IN U.S.A.  
CRES COR  
CLEVELAND, OHIO  
44115-1000  
CRES COR  
CLEVELAND, OHIO  
44115-1000



LANCASTER  
DETENTION  
SO070719  
ITEM # 4629.37.0



to be returned for any reason,  
pack and ship in same container  
as received.

 **CRES COR®**

CLEVELAND, OHIO

MADE IN U.S.A.



2070A13A  
C-505872 WT. 100  
PARAMOUNT REST. SPLY  
L-AJ J-219810



LANCASTER  
DETENTION  
S0070719  
ITEM # 4629.16.0



PRINT AND EMBROIDERY BOTH COPYRIGHT  
BY CRES COR.

 **CRES COR®**

CLEVELAND, OHIO

MADE IN U.S.A.



207UA13A  
C-505872 WT. 100  
PARAMOUNT REST. SPLY  
L-AJ J-219810

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 10-10-2001 BY 60322  
UCBAW



LANCASTER  
DETENTION  
SO070719  
ITEM # 4629.83.0



DO NOT RETURN FOR ANY REASON,  
pack and ship in same container  
as received.

 **CRES COR®**

CLEVELAND, OHIO

MADE IN U.S.A.



2070A13A  
C-505872 WT. 100  
PARAMOUNT REST. SPLY  
L-AJ J-219810

Small rectangular label with illegible text.



LANCASTER  
DETENTION  
SO070719  
ITEM # 4629.83.0



to be returned for any reason,  
pack and ship in same container  
as received.

 **CRES COR®**

CLEVELAND, OHIO

MADE IN U.S.A.







LANCASTER  
DETENTION

SO070719

ITEM # 4629.122.0

SN:

219900-927

CRUC COR.





THE DELFIELD COMPANY LLC  
980 SOUTH ISABELLA RD  
MOUNT PLEASANT, MI 48858  
UNITED STATES

**SOLD TO:** 29168

PARAMOUNT WEST  
4645 W MCDOWELL RD  
PHOENIX, AZ 85035-4147  
UNITED STATES

SHIPPER		
Shipper ID SI150520	Ship Date 12/21/09	PAGE 1 of 1
Sales Order SJ247228	Freight Terms PPD-FD	
Purchase Order PO113591	Ship Via FED EX FREIGHT EAST	
BOL SI150520	FOB ORIGIN	

**SHIP TO:** 29168005

1500

PARAMOUNT WEST  
ME: LANCASTER DETENTION  
4645 W MCDOWELL RD  
SUITE 102  
PHOENIX, AZ 85035  
UNITED STATES

Remarks: LANCASTER DETENTION

Item Number	Description	Quantity	UM
DO NOT SHIP BEFORE: 12-23-2009 SHIP TO ARRIVE 12-31-2009 MARK FOR: LANCASTER DETENTION NCASTER DETENTION 000-BFATXX62			
	SHELLEY CUSTOM		
	Sales Order: SJ247228 Line: 2 PO113591	1.00	EA
<u>Lot/Serial Numbers Shipped</u> 0912150001334	<u>Quantity</u> 1.0	<u>Reference</u>	
Item No: 247 - 247 DISH DISP 9,12-10,12 MOBILE ENCLOSED THREE-STACK DISH DISPENSER FOR 9,12 - 10,12 DIAMETER DISHES , MT.PLEASANT ACCESSORY - WRAP AROUND BUMPERS. NCASTER DETENTION 000-BFDTXX61			
	SHELLEY CUSTOM		
	Sales Order: SJ247228 Line: 1 PO113591	1.00	EA
<u>Lot/Serial Numbers Shipped</u> 0912150001333	<u>Quantity</u> 1.0	<u>Reference</u>	
Item No: 213 - 213 - 213 - 213 MT.PLEASANT ACCESSORY - WRAP AROUND BUMPERS. , MT.PLEASANT ACCESSORY - 6 HOLE SILVERWARE BIN. , (6) MT.PLEASANT ACCESSORY - S/S SILVERWARE CYLINDER IN LIEU OF STD PLASTIC CYLINDER. NCASTER DETENTION			

[illegible]

# ORIGINAL

CONSIGNEE DELIVERY RECEIPT

Freight Bill Number: 1115387571 RO Consignee: PARAMOUNT RESTAURANT SUPPLY 4645 W MCDOWELL RD STE 102 PHOENIX AZ 85035 US		Trailer # 4800096 Shipper: DELFIELD 980 S ISABELLA RD MOUNT PLEASANT MI 48858 US		DATE: 12/21/2009			
FEEDS 1 1	HQ PC# POL13591 TRUCKS CARR-GR-WACONS 989 7737981 RCVNG HRS 0700-1500 07:00 TO 15:00 DELV WINDOW 1500 DELIVER BY 12-31-09 MM-DD-YY/MM-DD RQDE ** APPOINTMENT DELIVERY ** MID INSPECTING TERMINAL 000371 ORIGINAL WEIGHT **SHIPMENT REWEIGHTED AS ABOVE** WEIGHT VALIDATION PER FUEL SURCHG BKG-SUPPL6.00% 00000075 DEFICIT WT-LOWER CHARGES	DESCRIPTION PC# POL13591 TRUCKS CARR-GR-WACONS 989 7737981 RCVNG HRS 0700-1500 07:00 TO 15:00 DELV WINDOW 1500 DELIVER BY 12-31-09 MM-DD-YY/MM-DD RQDE ** APPOINTMENT DELIVERY ** MID INSPECTING TERMINAL 000371 ORIGINAL WEIGHT **SHIPMENT REWEIGHTED AS ABOVE** WEIGHT VALIDATION PER FUEL SURCHG BKG-SUPPL6.00% 00000075 DEFICIT WT-LOWER CHARGES	VOLUMES 196 229	NMFC 189038-00 053120-02	HTF CLASS 092 100	HTF 092 100	TOTAL CHARGES 0.00
Bill of Lading Number SJ247228				Page 1 of 2			
Delv. Driver & #:				P.O. Number POL13591			
Date:				Depart:			
# of Skids:				OS&D #:			
Shipment received in apparent good order with wrap intact unless otherwise noted.							
Received by:							
<input type="checkbox"/> Over <input type="checkbox"/> Damage <input type="checkbox"/> Exceptions:							
<input type="checkbox"/> Short <input type="checkbox"/> Wrap Broken							

FedEX®  
 Freight  
 P.O. BOX 840  
 HARRISON, AR 72602-0840  
 fedex.com 1.866.393.4585

Be a pro: fedex.com/packagingfreight

<b>CONSIGNEE DELIVERY RECEIPT</b>		<b>Freight Bill Number:</b> 1115387571 <b>INR Number:</b> 4800096		<b>DATE:</b> 12/21/2009	
<b>Consignee</b> PARAMOUNT RESTAURANT SUPPLY 4645 W MCDOWELL RD STE 102 PHOENIX AZ 85035		<b>Shipper</b> DELEFIELD 980 S ISABELLA RD MOUNT PLEASANT MI 48858		<b>US</b>	
<b>Trailer #</b> 4800096		<b>US</b>		<b>US</b>	
<b>PIECES</b> 100	<b>HTM</b>	<b>DESCRIPTION</b>	<b>WEIGHT(S)</b> 500	<b>PO# CLASS</b>	<b>TOTAL CHARGES</b>
RATED AS ** FAK RATES APPLIED ** APPOINTMENT FROM 07:00 TO 15:00 APPT 122809 15:00SETUP122209 13:40 KRISTY US (602)265-5040 DLVR BETWEEN 0700-1500		425		0.00	
2		2		0.00	
COMPLETE TERMS UNKNOWN		Bill of Lading Number SJ247228		Page 2 of 2	
*ANY ADDITIONAL SERVICES MAY RESULT IN ADDITIONAL CHARGES* *CHARGES SUBJECT TO CHANGE*		P.O. Number POL13591		P.O. BOX 840 HARRISON, AR 72602-0840 <b>fedex.com</b> 1.866.393.4585	
<b>Date:</b>		<b>Arrive:</b>		<b>Depart:</b>	
<b># of Skids:</b>		<b># of Pcs:</b>		<b>OS&amp;D #:</b>	
Shipment received in as-present good order with wrap intact unless otherwise noted.		12/28/09		Be a pro: fedex.com/packaging/freight	
<b>Received by:</b> Kurovski		Exceptions:		<input type="checkbox"/> Over <input type="checkbox"/> Damage <input type="checkbox"/> Short <input type="checkbox"/> Wrap Broken	

12-2809

LANCASTER DENTITION

SO 070710

4629 247 0

SN# 0912150001334

4629.247.0

DELFIELD

0912150001334  
4629.247.0  
12-2809  
LANCASTER DENTITION  
SO 070710



12-2909

LANCASTER DENTENTION

SO 070719

4629.247.0

SN# 0912150001334

4629.247.0



TO: THE ATTORNEY GENERAL  
THE DISTRICT OF COLUMBIA  
WASHINGTON, D.C. 20540

FROM: THE ATTORNEY GENERAL  
THE DISTRICT OF COLUMBIA  
WASHINGTON, D.C. 20540

RE: THE DISTRICT OF COLUMBIA  
WASHINGTON, D.C. 20540



LANCASTER DENTENTION

SO 070719

4629.213.0

SN# 0912150001333

12-2909

4629.213.0



# PACKING SLIP

1



inkerator

TE 1/15/10 15:51:39 ORDER NO. 1650261 000 SO

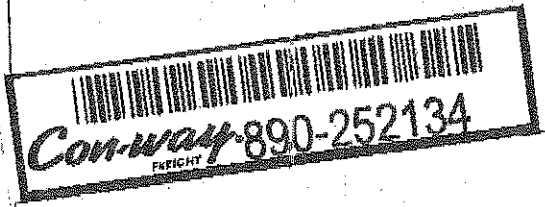
D PARAMOUNT RESTAURANT SUPPLY CORP  
101 MAIN ST  
WARREN RI 02885

P PARAMOUNT RESTAURANT SUPPLY CORP  
4645 W MCDOWELL RD STE 102  
M/F LANCASTER DETENTION  
PHOENIX AZ 85035

PURCHASE ORDER: PO113603

IA (F.O.B. POINT OF SHIPMENT)

RAC PPD LTL CON-WAY CENTRAL EX

A (F.O.B. POINT OF SHIPMENT)			RAC	PPD LTL	CON-WAY CENTRAL EX	PART NO.	UOM
ORDERED	QTY SHIPPED	(BACKORDER)	MODEL	DESCRIPTION			
22	(22)			H778-SS-1, E/S 1300W/115V		44001	
<div></div>							
If there are any questions or comments concerning this order, please contact: Jane at 1-800-845-8345, option 1, ext 8025.				TOTAL WEIGHT 193			
LAST PAGE				193			

"We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

"No claims allowed unless made within ten days after receipt of goods. Merchandise cannot be returned for credit without our approval."



WWW.CON-WAY.COM/FREIGHT



CONSIGNEE COPY

INVOICE NUMBER

REFER TO THIS NUMBER

EQUIP NUMBER EJMS-1670	DATE 1/10/10	ORIGIN XKL	OUR REVENUE ADVANCE	BEYOND LPH	DESTINATION LPH	SHIPPER'S NUMBER SN# 1055261 SD DM01 PC# P0113600
CONSIGNEE PARAMOUNT RESTAURANT SUPPLY CO 4645 W MIDWELL RD STE 102 PHOENIX, AZ 85033			INVOICE NUMBER 890-252124		SHIPPER IN-STINK CRATOR 2001 REMAISEANCE BLVD STURTEVANT, WI 53177-1746	
<div style="display: flex; justify-content: space-between;"> <div> <p>SHIP TO</p> <p>1-22-10</p> <p>W.A. J. J.</p> </div> <div> <p>1-22-10</p> <p>1-22-10</p> <p>1-22-10</p> </div> </div>						
* PCS		DESCRIPTION OF ARTICLES AND MARKS		WEIGHT (LBS)		TOTAL CHARGES
22	CTN WATER HEATER 101270-3 CLASS B5		193	PPD		
22	TOTAL		193			
1 STD 22 SLO						

<input type="checkbox"/> INSIDE DELIVERY	<input type="checkbox"/> LIFT GATE SERVICE	<input type="checkbox"/> RESIDENTIAL DELIVERY	<input type="checkbox"/> CONSTRUCTION/UTILITY SITE
SHRINK WRAP INTACT? <input type="checkbox"/> YES <input type="checkbox"/> NO			

DUAS # 10-315-1007

LEAVE THIS COPY WITH CONSIGNEE

ISO-9001 & 14001

3

INSINKERATOR

LANCASTER  
DETENTION  
SO070719  
ITEM # 4629.184.0  
&  
4629.305.0



**LANCASTER  
DETENTION**

**SO070719**

**ITEM # 4629.184.0**

**&**

**4629.305.0**

ENTER  
TOTAL PIECES  
15 0 16

09-4629-67 -  
JOB 5

INSTRUCTIONS



CLEVELAND RANGE LLC  
17903 ST. CLAIR AVENUE  
CLEVELAND, OH 44110  
United States of America

**SOLD TO:** 29168

PARAMOUNT RESTAURANT SUPPLY  
4648 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America



### SHIPPER

Shipper ID	SI040367	Ship Date	12/18/09	PAGE	1 of 3
Sales Order	SP42140	Freight Terms	PPD		
Purchase Order	PO13585	Ship Via	RR		
BCI	SI040367	FOB	CLEVELAND		

**SHIP TO:** 29168

PARAMOUNT RESTAURANT SUPPLY  
4648 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America

2300

Remarks: SEFA

Item Number	Description	Quantity	UM
M/F LANCASTER DETENTION SUITE 102 PA 40880	KIT; KETTLE ACCESSORY	2.00	EA
Lot/Serial Numbers Shipped	Quantity	Reference	
C-8TART	2.0	Sales Order: SP42140 Line: 3 PO13585	2.00 EA
Lot/Serial Numbers Shipped	Quantity	Reference	
C3315204C	2.0	Sales Order: SP42140 Line: 8 PO13585	2.00 EA
Lot/Serial Numbers Shipped	Quantity	Reference	
C3417029	2.0	Sales Order: SP42140 Line: 14 PO13585	8.00 EA
Lot/Serial Numbers Shipped	Quantity	Reference	
C9797-K2PF	8.0	Sales Order: SP42140 Line: 9 PO13585	2.00 EA
Lot/Serial Numbers Shipped	Quantity	Reference	
DPK2	2.0	Sales Order: SP42140 Line: 11 PO13585	2.00 EA
Lot/Serial Numbers Shipped	Quantity	Reference	
FS-80	2.0	Sales Order: SP42140 Line: 1 PO13585	2.00 EA
Lot/Serial Numbers Shipped	Quantity	Reference	
KGLT00159	2.0	Sales Order: SP42140 Line: 4 PO13585	2.00 EA
Lot/Serial Numbers Shipped	Quantity	Reference	
091123056704	1.0	Sales Order: SP42140 Line: 5 PO13585	2.00 EA
091123056705	1.0		



CLEVELAND RANGE LLC  
17903 ST. CLAIR AVENUE  
CLEVELAND, OH 44110  
United States of America

**SOLD TO:** 29168

PARAMOUNT RESTAURANT SUPPLY  
4645 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America



**SHIPPER**

Shipper ID	Ship Date	PAGE
SIO40357	12/18/09	2 of 3
Sales Order	Freight Terms	
SP42140	PPD	
Purchase Order	Ship Via	
PO13586	RR	
BOL	FOB	
SIO40357	CLEVELAND	

**SHIP TO:** 29168

2300

PARAMOUNT RESTAURANT SUPPLY  
4645 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America

Remarks: SEFA

Item Number	Description	Quantity	UM
2ALTITUDE	0 TO 1999FT		
APPROVAL	USA-GAS		
CONTROLS-COVER	CONTROL COVER YES		
COUNTRY	NO		
COVER	CPCHS80		
COVER-CP-HASP	CPCHS80COVER HASP YES		
COVER-HASP	COVER HASP YES		
DESTINATION	DOMESTIC		
GAS-OTHER	NO		
GAS-TYPE	NATURAL GAS		
GROUP-CODE	FLOOR		
HEAT-SHIELD	no		
HERTZ	60HZ		
ITEM-TYPE	1KBG10FG		
*****Additional Comments on next page*****			
KETTLE-MARKINGS	5GAL INCREMENT		
LEVEL-GAGE-COVER	LEVEL GAGE PRTECTION		
LINER	304 SS		
LOCATION	DD000K		
MARKINGS-COST	16		
MODEL	KGL80T		
FA			
PACKAGING	STD.		
PHASE	1PH		
PHVA	1PH60HZ120USA-GAS		
PRESSURE-GAUGE-GUARD	NO		
PRISON-SCREWDRIVER	yes		
PRISON-SCREWS	yes		
RIM-BAR	yes		
TD-PROTECTION	BAR TYPE		
*****Additional Comments on next page*****			
ALTITUDE	0 TO 1999FT		
APPROVAL	USA-GAS		
CONTROLS-COVER	CONTROL COVER YES		
COUNTRY	NO		
COVER	CPCHS80		
COVER-CP-HASP	CPCHS80COVER HASP YES		
COVER-HASP	COVER HASP YES		
DESTINATION	DOMESTIC		
GAS-OTHER	NO		





CLEVELAND RANGE LLC  
17903 ST. CLAIR AVENUE  
CLEVELAND, OH 44110  
United States of America

**SOLD TO:** 29168

PARAMOUNT RESTAURANT SUPPLY  
4645 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America

SHIPPER		
Shipper ID	SI040357	Ship Date 12/18/09
Sales Order	SP42140	Freight Terms PPD
Purchase Order	PC13585	Ship Via RR
BO	SI040357	FOB CLEVELAND

**SHIP TO:** 29168

PARAMOUNT RESTAURANT SUPPLY  
4645 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America

2300

Remarks: SEFA

Item Number	Description	Quantity	UM
GAS-TYPE	NATURAL GAS		
GROUP-CODE	FLOOR		
HEAT-SHIELD	no		
HERTZ	60HZ		
ITEM-TYPE	1KBG10FG		
*****Additional Comments on next page*****			
FA OCB0007	OGB20.20,NAT,W/PRISON	Sales Order: SP42140 Line: 10 PO13585	1.00 EA
Lot/Serial Numbers Shipped 0911230000265	Quantity 1.0	Reference	
PCK	PAN CARRIER TILT KETLES	Sales Order: SP42140 Line: 2 PO13585	2.00 EA
Lot/Serial Numbers Shipped	Quantity 2.0	Reference	

PRO 20882

PICKUP DATE 12/23/09

INVOICE DATE 12/23/09

TERMS PREPAID

FROM: MONITOR TRANSPORTATION SERVICES  
CLEVELAND, OH 44131  
MC#240879

SHIPPER: CRES COR  
12711 TAFT AVENUE  
CLEVELAND, OHIO 44108

BILL TO: CRES COR  
5925 HEISLEY ROAD  
MENTOR, OHIO 44060

CONSIGNEE: PARAMOUNT RESTAURANT SUPPLY  
4645 WEST McDOWELL ROAD  
SUITE 102  
PHOENIX, ARIZONA 85035

SHIPPER #10.303

PLEASE REMIT TO: MONITOR TRANSPORTATION SERVICES, INC.  
3569 MAGNOLIA DR.

CLEVELAND, OH

216-901-0970

44131

PAYMENT DUE UPON RECEIPT

NO. STOPS

DELIVERY DATE		O/O	WEIGHT		RATE	CHARGES
PIECES	HM	DESCRIPTION				
23		CAS 164390-3	2,300			
1		CAS 26100	100			
		P.O. NO: PO113589				
		ORDER NO: 505872				
		JOB#09-4629-67				
		602 - 269 - 5040				
		TOTAL PIECES				
		24				
		TOTAL WEIGHT				
		2,400				
		INVOICE TOTAL				

DRIVER RETAIN TOP COPY

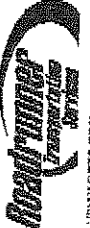
CONSIGNEE RETAIN BOTTOM COPY

DELIVERY DATE

DRIVER SIGNATURE

CONSIGNEE SIGNATURE

SPECIAL INSTRUCTIONS:

<b>PLEASE REMIT PROMPTLY TO:</b> ROADRUNNER TRANSPORTATION SERVICES 3678 PAYSAPPE CIRCLE CHICAGO IL 60674 CUSTOMER SERVICE: 330/859-9434		RDFS: EN 39-1452112 PRO NO. 167889740 SHIP DATE 12/18/09		CONSIGNEE COPY PAGE 1	
		S CLEVELAND RANGE 1333 E 179TH ST CLEVELAND, OH 44110		C PARAMOUNT RESTAURANT SUPP 4645 W MCDOWELL RD PHOENIX, AZ 85035	
B L T O		S H P R		12-skids 1-Box	
B/L No: SP42140 Manifest: 8948063		P.O.No: FOL3585 See Addl references below.		Spec Inst:	
Orig: CLV Dest: DIR - RDFS		12-22-09 167889740			
NO. OF SKIDS: 13 1		SKIDS AND BX STC KETTLE, STILLS OR TANKS 107890 OVENS, MICROWAVE 26770 STOVE OR RANGE PARTS 27260 Fuel Surcharge EXCESS LIABILITY \$25/LB PER AGREEMENT R MSC:167889740 SI:SI040357 NEW CUSTOMER, HIGH VALUE COMMODITY. PLEASE PROTECT IN HANDLING. REPORT ANY DAMAGE TO CLEVELAND RANGE CUSTOMER			
***** ALL FREIGHT DESIGNED ABOVE RECEIVED IN GOOD CONDITION AND SHIPMENT UNDAUNTED UNLESS OTHERWISE NOTED FIRM SIGNATURE PRINTED NAME F.R. Korowski DATE DELIVERED TIME DELIVERED DRIVER 12/22-09 167889740		***** CONTINUED			
12/23/09 00:31		Any Additional Service May Result In Additional Charges Please Initial Services Performed IN DEL LIFTGATE SORT/SEG RESID OTHER CHK#			





CLEVELAND RANGE LLC  
17903 ST. CLAIR AVENUE  
CLEVELAND, OH 44110  
United States of America

**SOLD TO:** 29168

PARAMOUNT RESTAURANT SUPPLY  
4645 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America

**SHIPPER**

Shipper ID SI040423	Ship Date 12/21/09	PAGE 1 of 1
Sales Order SP42140	Freight Terms PPD	
Purchase Order PO13585	Ship Via RR	
BOL SI040423	FOB CLEVELAND	

**SHIP TO:** 29168

2300

PARAMOUNT RESTAURANT SUPPLY  
4645 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America

Remarks: SEFA

Item Number	Description	Quantity	UM
M/F LANCASTER DETENTION SUITE 102 FA OGB0007	OGB20.20,NAT.W/PRISON		
	Sales Order: SP42140 Line: 10 PO13585	1.00	EA
<u>Lot/Serial Numbers Shipped</u> 0911230000373	<u>Quantity</u> 1.0	<u>Reference</u>	



CLEVELAND RANGE LLC  
17903 ST. CLAIR AVENUE  
CLEVELAND, OH 44110  
United States of America

**SOLD TO:** 29168

PARAMOUNT RESTAURANT SUPPLY  
4645 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America



## SHIPPER

Shipper ID	SI040536	Ship Date	12/21/09	PAGE	1 of 1
Sales Order	SP42140	Freight Terms	PPD		
Purchase Order	PO13585	Ship Via	RR		
BOL	SI040536	FOB	CLEVELAND		

**SHIP TO:** 29168

2300

PARAMOUNT RESTAURANT SUPPLY  
4645 W MCDOWELL ROAD  
PHOENIX, AZ 85035-4147  
United States of America

Remarks: SEFA

Item Number	Description	Quantity	UM
M/F:LANCASTER DETENTION SUITE 102 PA HCDR-20, 20	DRY HEAT HOLDING CABINET		
	Sales Order: SP42140 Line: 12 PO13585	6.00	EA
<u>Lot/Serial Numbers Shipped</u>	<u>Quantity</u>		<u>Reference</u>
219899-928	1.0		
219899-929	1.0		
219899-930	1.0		
219900-925	1.0		
219900-926	1.0		
219900-927	1.0		



TRUCK RENTING TRANSPORTATION SERVICES REQUIRE PRESENTATION OF A VALID CREDIT CARD TO MAINTAIN APPLICABLE DISCOUNT.  
27390 21-05

**PLEASE REMIT PROMPTLY TO:**

ROADRUNNER TRANSPORTATION SERVICES  
3576 PAYSPIRE CIRCLE  
CHICAGO IL 60674  
CUSTOMER SERVICE: 330/659-9434



WWW.RTS.COM

RDFS EIN 39-1452112

PRO NO.  
167889757

SHIP DATE  
12/21/09

<b>B</b>	<b>L</b>	<b>T</b>	<b>O</b>	<b>S</b>	<b>H</b>	<b>P</b>	<b>R</b>	<b>C</b>	<b>O</b>	<b>N</b>	<b>S</b>	PAGE 1	CONSIGNEE COPY								
														C	O	N	S				
																		C	O	N	S
CLEVELAND RANGE 1333 E 179TH ST CLEVELAND, OH 44110				PARAMOUNT RESTAURANT SUPP 4645 W MCDOWELL RD PHOENIX, AZ 85035																	

B/L No: SP42140 P.O.No: P013585 Spec Inst:  
Manifest: 8960823 See Addl references below.  
Orig: CLV Dest: DIR - RDFS

NO. REC'D	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	ACT Q'S	RD Q'S	WEIGHT (LBS)	RATE	CHARGES
1	SKD PC OVENS, MICROWAVE 26770 EXCESS LIABILITY \$25/LB PER AGREEMENT R Fuel Surcharge BL: SI040423 NEW CUSTOMER, HIGH VALUE COMMODITY, PLEASE PROTECT IN HANDLING. REPORT ANY DAMAGE TO CLEVELAND RANGE CUSTOMER SERVICE DEPARTMENT AT 216-481-4900	85		1,421		
1	TOTALS			1,421		

167889757D

ALL FREIGHT DESCRIBED ABOVE RECEIVED IN GOOD CONDITION AND BRINKMAN HANDLING INTACT EXCEPT AS NOTED

SIGNATURE *Kucowski* DATE DELIVERED: *12/21/09*  
PRINTED NAME: DRIVER:

Any Additional Service May Result In Additional Charges  
Please Initial Services Performed

IN DEL \_\_\_\_\_ LIFTGATE \_\_\_\_\_ SORT/SEG \_\_\_\_\_  
RESID \_\_\_\_\_ OTHER \_\_\_\_\_ CHK# \_\_\_\_\_

AND ROADRUNNER TRANSPORTATION SERVICES REGULATIONS REQUIRE PROTECTIVE TAPERS BE PLACED ON CREDIT TERMS TO MAINTAIN APPLICABLE DISCOUNT.  
12/09 21:05

LANCASTER  
DETENTION

SO070719

ITEM # 4629.122.0

SN: 219899-929

 **Cleveland**

SO# SP42140  
PO# P013585  
PRO# SP42140  
216 - 481 - 4900



17903 ST. CLAIR AVENUE  
CLEVELAND, OH 44110 USA

TO: PARAMOUNT RESTAURANT SUPPLI  
4645 W MCDOWELL ROAD



HCPH2020  
UT-155

L.A.L. J-2000 929

LANCASTER  
DETENTION  
SO070719  
ITEM# 4629.122.0  
SN: 219899-929

DAYTON

**CRES COR**

CLEVELAND OH 44115

MADE IN U.S.A.

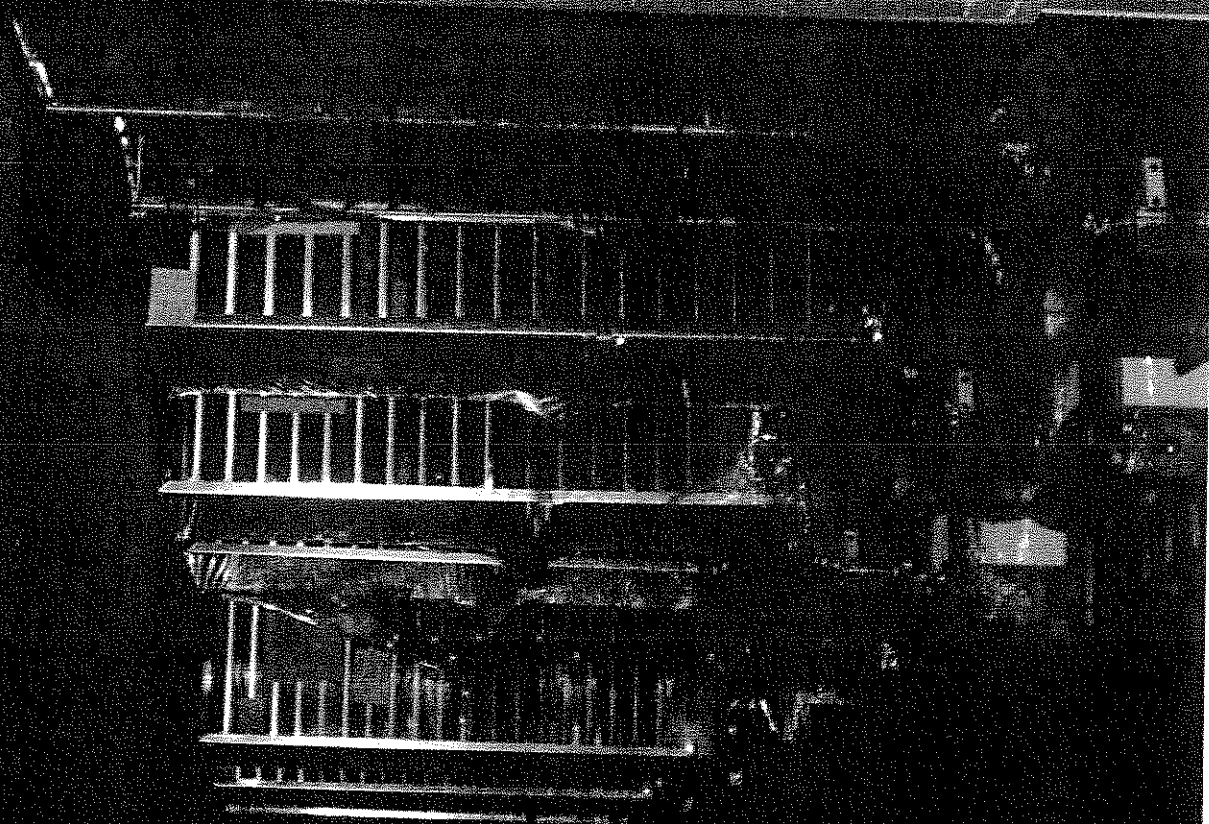
Cleveland OH 44115  
219899-929  
ITEM# 4629.122.0  
SN: 219899-929

CRES COR®

CLEVELAND OHIO

MADE IN U.S.A.

Cleveland Items —  
they used  
Mty. Crocker Bros







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2009

PRODUCER Phone: (401) 274-0303 Fax: 401-273-2560  
THE EGIS GROUP  
PO BOX 603377  
PROVIDENCE RI 02906

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
PARAMOUNT RESTAURANT SUPPLY CO  
PO BOX 448  
WARREN, RI 02885

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty  
INSURER B: ARGONAUT INSURANCE COMPANY  
INSURER C: Beacon Mutual  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	Y630229X2036	01/01/10	01/01/11	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
							\$
							\$
							\$
A		AUTOMOBILE LIABILITY	Y810911K6643	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS					
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
A		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/>	ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS / UMBRELLA LIABILITY	CUP911K6655	01/01/10	01/01/11	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0000027504	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE-EA EMPLOYEE	\$ 500,000
						E.L. DISEASE-POLICY LIMIT	\$ 500,000
B		OTHER WORKERS' COMPENSATION	WC47685825686	01/01/10	01/01/11	EACH ACC \$1,000,000 EACH EE \$1,000,000	
						DISEASE POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS  
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

## CERTIFICATE HOLDER

SAMPSON CONSTRUCTION CO., INC  
3730 S. 14TH STREET  
LINCOLN, NE 68502

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*\*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
THE EGIS GROUP

*Alex Finkelman*  
Alex Finkelman

Attention: Strategic Supply

ACORD 25 (2009/01)

Certificate # 27643

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# SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #27643

DATE  
DEC 21 2009

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

\*\*10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM IS PROVIDED ONLY TO THE NAMED INSURED LISTED IN THE "INSURED" BOX AT THE TOP OF THE CERTIFICATE OF INSURANCE.

IN REGARDS TO THE ABOVE GENERAL LIABILITY AND UMBRELLA POLICIES, ADDITIONAL INSURED STATUS FOR SAMPSON CONSTRUCTION AND THE COUNTY OF LANCASTER, NE IS SUBJECT TO ADDITIONAL INSURED FORM# CGD2460805 ATTACHED.

THE GENERAL LIABILITY POLICY LISTED ABOVE CONTAINS A WAIVER OF SUBROGATION CLAUSE SUBJECT TO FORM #CGD1871103 ATTACHED

A PER PROJECT AGGREGATE APPLIES UNDER THE COMMERCIAL GENERAL LIABILITY SUBJECT TO FORM #CGD2110104 ATTACHED

IN REGARDS TO THE ABOVE GENERAL LIABILITY POLICY, COVERAGE FOR THE ADDITIONAL INSURED WILL BE PROVIDED ON A PRIMARY, NON-CONTRIBUTORY BASIS SUBJECT TO FORM #CGD0370405 ATTACHED

THE WORKERS COMPENSATION POLICY CONTAINS A WAIVER OF SUBROGATION PENDING UNDERWRITER APPROVAL

THE GENERAL LIABILITY, WORKERS COMPENSATION & EXCESS/UMBRELLA POLICIES LISTED ABOVE EXCLUDE COVERAGE FOR ANY AND ALL LOCATIONS AND PROJECTS COVERED UNDER A CONSOLIDATED (WRAP UP) INSURANCE PROGRAM

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Policy Number:  
Y630229X2036

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:



## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MANUFACTURERS AND WHOLESALERS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Blanket Broad Form Vendors</li> <li>C. Limited Worldwide Liability Coverage – Indemnity Basis</li> <li>D. Damage To Premises Rented To You Extension                             <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> </li> <li>E. Blanket Waiver of Subrogation</li> <li>F. Blanket Additional Insured – Managers or Lessors of Premises</li> <li>G. Blanket Additional Insured – Lessor of Leased Equipment</li> <li>H. Incidental Medical Malpractice</li> <li>I. Personal Injury – Assumed by Contract</li> </ul> | <ul style="list-style-type: none"> <li>J. Extension of Coverage – Bodily Injury</li> <li>K. Injury to Co-Employees and Co-Volunteer Workers</li> <li>L. Aircraft Chartered with Crew</li> <li>M. Non-Owned Watercraft – Increased from 25 feet to 50 feet</li> <li>N. Increased Supplementary Payments                             <ul style="list-style-type: none"> <li>• Cost for bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> </li> <li>O. Medical Payments – Limit increased to \$10,000 per person</li> <li>P. Knowledge and Notice of Occurrence or Offense</li> <li>Q. Unintentional Omission</li> <li>R. Reasonable Force – Bodily Injury or Property Damage</li> </ul> |
|---|---|

### PROVISIONS

#### A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

#### B. BLANKET BROAD FORM VENDORS COVERAGE

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "vendor") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are dis-

## COMMERCIAL GENERAL LIABILITY

tributed or sold in the regular course of the vendor's business, subject to the following additional provisions:

1. Limits of Insurance. The limits of insurance afforded to the vendor shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to make or normally undertake to make in the usual course of business, in connection with the distribution or sale of "your products";
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
3. This Provision B. does not apply to:
  - a. Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products;
  - b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

- c. Any of "your products" for which coverage is excluded by endorsement.

### C. LIMITED WORLDWIDE LIABILITY COVERAGE

1. The definition of "coverage territory" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world, excluding any country or jurisdiction which at the time of the "occurrence" or offense is the subject of trade or economic sanctions imposed by the laws or regulation of the United States of America, but not including any country or jurisdiction in which the insured's activities are specifically permitted by any governmental entity of the United States of America, if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in 1.a. above; or
  - (2) The activities of a person whose home is in the territory described in 1.a. above, but is away for a short time on your business; or
  - (3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar means of communication.

2. With respect to claims or suits caused by an "occurrence" within the "coverage territory" described in 1.c. above, the following conditions apply:

- a. The coverage afforded hereunder shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.
- b. This insurance is not a substitute for "compulsory admitted insurance" in any jurisdiction described in 1.c. above,

whether or not this insurance would qualify as "compulsory admitted insurance" in a given jurisdiction or is accepted by the appropriate authorities as proof of "compulsory admitted insurance".

You agree to maintain "compulsory admitted insurance" at the limits required by law. Your failure to do so will not invalidate the coverage afforded by this endorsement, but we will only be liable to the same extent we would have been liable had you maintained "compulsory admitted insurance".

"Compulsory admitted insurance" means insurance that is:

- (1) Required to be in-force to satisfy the legal requirements of a given jurisdiction; and
  - (2) Issued by a State Fund or an insurer licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located.
- c. With respect to defending you against, or the investigation or settlement of, any claim or "suit" brought against you, the following will apply:
- (1) The provision of the Insuring Agreement reading "We will pay...." in Part 1. of COVERAGE A. and COVERAGE B. (Section I – Coverages) is amended to read "We will indemnify the insured for....";
  - (2) You must arrange to defend yourself against, and investigate or settle, any claim or "suit";
  - (3) You will not make any settlement without our consent;
  - (4) We will pay expenses incurred with our consent;
  - (5) We may, at our discretion, participate in defending you against, or in the settlement of, any claim or "suit".
3. This Provision C. does not apply:
- a. To any of "your products" for which coverage is excluded by endorsement; or
  - b. To "personal injury" or "advertising injury" if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

#### D. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.



## COMMERCIAL GENERAL LIABILITY

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
  - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
- a. Fire;
  - b. Explosion;
  - c. Lightning;
  - d. Smoke resulting from such fire, explosion, or lightning; or
  - e. Water.
5. This Provision D. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

### E. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

### F. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the lim-

its shown on the Declarations, whichever is less.

2. The insurance afforded to the additional insured does not apply to:
  - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
  - b. Any premises for which coverage is excluded by endorsement; or
  - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

### G. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
  - a. Any "occurrence" that takes place after the equipment lease expires; or
  - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

### H. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".

2. The following definition is added to DEFINITIONS (Section V):  

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

    - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
    - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
    - c. First aid.
    - d. "Good Samaritan services." As used in this Provision H., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
  3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
  4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):  

(This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
  5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
  6. This Provision H. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
  7. The insurance provided by this Provision H. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.
- I. PERSONAL INJURY – ASSUMED BY CONTRACT**
1. The Contractual Liability Exclusion in Part 2., Exclusions of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is deleted and replaced by the following:  

(This insurance does not apply to:)

**Contractual Liability**

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
  2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
    - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
  3. This Provision I. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.
- J. EXTENSION OF COVERAGE – BODILY INJURY**
- The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:  

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

## COMMERCIAL GENERAL LIABILITY

### K. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

### L. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages):  
(This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision L. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision L. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

### M. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in Part 2., **Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages) is deleted and replaced by the following:  
(2) A watercraft you do not own that is:

(a) Fifty feet long or less; and

(b) Not being used to carry persons or property for a charge.

2. This Provision M. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision M. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

### N. INCREASED SUPPLEMENTARY PAYMENTS

Parts b. and d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** (Section I – Coverages) are amended as follows:

1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Part d. the amount we will pay for loss of earnings is increased to \$500 a day.

### O. MEDICAL PAYMENTS – INCREASED LIMITS

1. Paragraph 7. of **LIMITS OF INSURANCE** (Section III) is amended to read as follows:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

(b) The amount shown on the Declarations for Medical Expense Limit.

2. This Provision O. does not apply if **COVERAGE C. MEDICAL PAYMENTS** (Section I – Coverages) is excluded either by the provisions of the Coverage Part or by endorsement.

### P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to **COMMERCIAL GENERAL LIABILITY CONDITIONS** (Section IV), paragraph 2. (Duties In The Event Of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense

has been reported to any insured listed under Paragraph 1. of Section II – Who is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision P. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

**Q. UNINTENTIONAL OMISSION**

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision Q. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

**R. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The Expected Or Intended Injury Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

**Expected or Intended Injury or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.



POLICY NUMBER: Y630229X2036

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN  
IN A WRITTEN CONTRACT WHICH IS IN EFFECT  
DURING THE POLICY PERIOD TO PROVIDE A  
SEPARATE GENERAL AGGREGATE LIMIT PROVIDED  
THAT THE CONTRACT IS SIGNED AND EXECUTED  
PRIOR TO ANY LOSS FOR WHICH COVERAGE IS  
SOUGHT.

#### Designated Project General Aggregate(s):

\$2,000,000

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C.**, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
  4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

## COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under Coverage B; and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number:  
Y630229X2036

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**OTHER INSURANCE – ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS  
(Section IV), Paragraph 4. (Other Insurance), is  
amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

JAN 29 2010

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PERSONAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY THE EGIS GROUP PO BOX 603377 PROVIDENCE RI 02906		PHONE (A/C, No, Ext): (401) 274-0303	COMPANY Travelers Property Casualty of America 98932 Collections Center Dr Chicago IL 60693	
FAX (A/C, No): 401-273-2560	E-MAIL ADDRESS:			
CODE: 35121	SUB CODE:			
AGENCY CUSTOMER ID #: 20051				
INSURED PARAMOUNT RESTAURANT SUPPLY CORP PO BOX 448 WARREN RI 02885			LOAN NUMBER	POLICY NUMBER Y630229X2036
			EFFECTIVE DATE JAN 1 2010	EXPIRATION DATE JAN 1 2011
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

## LOCATION/DESCRIPTION

Contractor: Sampson Construction  
\$ amount of stored \$231,844.58  
Stored at: 4645 West McDowell Road, Ste. 102 Phoenix, AZ 85223  
Project: Lancaster Correctional Facility

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
PERSONAL PROPERTY INCL PERS PROPERTY OF OTHERS	\$231,844.58	\$10,000

## REMARKS (Including Special Conditions)

SAMPSON CONSTRUCTION AND THE COUNTY OF LANCASTER, NE ARE LOSS PAYEES WITH RESPECT TO STORED PROPERTY AT THE ABOVE LISTED LOCATION FOR THE ABOVE LISTED PROJECT

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

## ADDITIONAL INTEREST

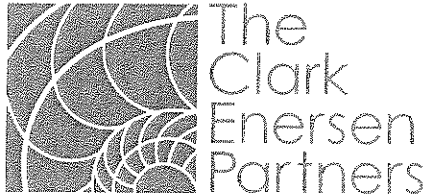
NAME AND ADDRESS  SAMPSON CONSTRUCTION CO., INC 3730 S. 14TH STREET LINCOLN, NE 68502	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE  Alex Finkelman <i>Alex Finkelman</i>	



Lancaster Detention Facility

Item #	Qty	Mfg	Description	Amount
187	4	Cleveland	Insulated Beverage Container	\$567.00
72	2	Cleveland	Roll-In Rack	\$3,774.13
123	6	Cleveland	Roll-In Racks	\$11,322.38
55	1	Cleveland	80 Gallon Tilting Skillet	\$24,245.57
57	1	Cleveland	80 Gallon Tilting Kettle	\$25,245.57
73	1	Cleveland	Combi Oven	\$31,017.26
74	1	Cleveland	Combi Oven	\$31,017.26
122	6	Cleveland	Roll-In Heated Cabinet	\$38,928.31
37	1	Crescor	Utility Rack	\$730.05
225	1	Crescor	Heated Cabinet	\$1,040.62
133	3	Crescor	Utility Rack	\$2,190.15
16	8	Crescor	Utility Rack	\$5,840.40
83	11	Crescor	Utility Rack	\$8,030.55
247	1	Delfield	Plate Dispenser	\$2,086.51
213	1	Delfield	Tray Dispenser	\$2,398.27
184	14	In Sink	Hot Water Faucet	\$4,542.30
305	1	Insink	Hot Water Faucet	\$324.00
184	2	Insink	Hot Water Faucet	\$648.90
205	1	Johnson	Microwave	\$2,480.26
206	1	Johnson	Microwave	\$2,480.26
185	4	Johnson	Microwave	\$9,921.04
303	1	MPH	Microwave	\$2,480.26
303	5	Panasonic	Microwave	\$12,401.30
40	1	Robot Coupe	Food Processor	\$4,219.93
8	23	Rubbermaid	Ingredient Bin	\$3,912.30

\$231,844.58



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MAR 3 2010

LANCASTER COUNTY  
BOARD

Mike Thurber  
Lancaster County  
Corrections Administration  
605 South 10th Street  
Lincoln, NE 68508

February 16, 2010  
Project No: 675-002-08  
Invoice No: 24

Project 675-002-08 Lancaster Cnty Adult Detention Facility

For professional services rendered for the period January 2, 2010 to January 29, 2010 for the referenced project.

**Fee Earned:**

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
Schematic Design	795,890.66	100.00	795,890.66	0.00
Design Development	995,302.72	100.00	995,302.72	0.00
Construction Documents	1,892,286.96	100.00	1,892,286.96	0.00
Bidding and Construction Administration	496,519.66	36.00	163,851.49	14,895.59
Amendment 001-112 Bed Addition	185,500.00	80.00	148,400.00	0.00
Amendment 002-Additional CA	45,000.00	0.00	0.00	0.00
Amendment 003-Additional CA Meetings	66,240.00	0.00	0.00	0.00
Amendment 004-"O" Street Entrance	40,675.00	0.00	0.00	0.00
Total Fee	4,517,415.00		3,995,731.83	14,895.59
	<b>Total Fee</b>			<b>14,895.59</b>

**Reimbursable Expenses**

**Printing**

1/14/10 Latta Technical Services, Inc.	150.50 ✓	
1/25/10 A & D Technical Supply Company	264.83 ✓	
1/29/10 Copies	64.50 ✓	
1/29/10 Color Copies	86.00 ✓	
1/29/10 Bond	81.95 ✓	
1/29/10 Bond	105.70 ✓	
<b>Total Reimbursable Expenses</b>	<b>753.48</b>	<b>753.48</b>

Architecture + Landscape Architecture + Engineering + Interiors

1010 Lincoln Mall, Suite 200  
Lincoln, NE 68508-2883 402.477.9291 Fax 402.477.6542

www.clarkenersen.com  
Lincoln, Nebraska • Kansas City, Missouri

Project	675-002-08	Lancaster Cnty Adult Detention Facility		Invoice 24
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Fees		14,895.59	3,995,731.83	4,010,627.42
Limit				4,476,740.00
Remaining				466,112.58
Expenses		753.48	101,857.56	102,611.04
Limit				329,523.00
Remaining				226,911.96
<b>Total this Invoice</b>				<b>\$15,649.07</b>

*Melanie D. Stover*

Melanie D. Stover  
Business Manager

✓ GDN

*Michael H. H.*

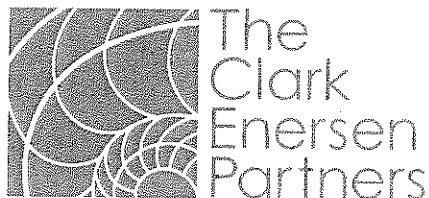
3.2.2010



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MAR 18 2010

LANCASTER COUNTY  
BOARD

Mike Thurber  
Lancaster County  
Corrections Administration  
605 South 10th Street  
Lincoln, NE 68508

March 8, 2010  
Project No: 675-002-08  
Invoice No: 25

Project 675-002-08 Lancaster Cnty Adult Detention Facility

For professional services rendered for the period January 29, 2010 to February 26, 2010 for the referenced project.

**Fee Earned:**

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
Schematic Design	795,890.66	100.00	795,890.66	0.00
Design Development	995,302.72	100.00	995,302.72	0.00
Construction Documents	1,892,286.96	100.00	1,892,286.96	0.00
Bidding and Construction Administration	496,519.66	39.00	178,747.08	14,895.59
Amendment 001-112 Bed Addition	185,500.00	80.00	148,400.00	0.00
Amendment 002-Additional CA	45,000.00	0.00	0.00	0.00
Amendment 003-Additional CA Meetings	66,240.00	0.00	0.00	0.00
Amendment 004-"O" Street Entrance	40,675.00	0.00	0.00	0.00
Total Fee	4,517,415.00		4,010,627.42	14,895.59
	<b>Total Fee</b>			<b>14,895.59</b>

**Reimbursable Expenses**

Printing	372.90	
<b>Total Reimbursable Expenses</b>	<b>372.90</b>	<b>372.90</b>

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Lincoln, NE 68508-2883 402.477.9291 Fax 402.477.6542

[www.clarckeners.com](http://www.clarckeners.com)  
Lincoln, Nebraska • Kansas City, Missouri



Project	675-002-08	Lancaster Cnty Adult Detention Facility		Invoice 25
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Fees		14,895.59	4,010,627.42	4,025,523.01
Limit				4,476,740.00
Remaining				451,216.99
Expenses		372.90	102,611.04	102,983.94
Limit				329,523.00
Remaining				226,539.06
<b>Total this Invoice</b>				<b>\$15,268.49</b>

*Melanie D. Stover*

Melanie D. Stover  
Business Manager

*Michael Hh*

3-17-10

✓  
GDN



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Lincoln, NE 68508-2883 402.477.9291 Fax 402.477.6542

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Lincoln, Nebraska • Kansas City, Missouri

# Fee Invoice

Corporate Trust Services

**WELLS  
FARGO**

<b>Invoice Number</b> 641802	<b>Billing Date</b> 2/8/2010	<b>Due Date</b> 3/10/2010	<b>Amount Due</b> <b>\$350.00</b> <i>Please mail or wire payment to:</i>
Lancaster County Correctional Facility JPA Attn: Dennis Meyer Lancaster County 555 S. 10th Street  Lincoln, NE 68508			<b>Mailing Address:</b> Wells Fargo Bank WF 8113 P.O. Box 1450 Minneapolis, MN 55485-8113
			<b>Wire Instructions:</b> ABA #: 121000248 DDA #: 1000031565 Reference: Invoice #, Acct Name, Attn Name
			<b>ACH Instructions:</b> ABA #: 091000019 DDA #: 1000031565 Memo: Invoice #, Account Name, Attn Name

Please return this portion of the statement with your payment in the envelope provided:

Please retain this portion for your records

Account Number: LANCJAIL09

Lancaster JPA (Jail) 2009

Administration Charges

Paying Agent Fee

For the Period 2/12/2010 thru 2/11/2011

\$350.00

**Total Amount Due:**

**\$350.00**

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FEB 19 2010

LANCASTER COUNTY  
BOARD

*Billings past due are subject to an 18% annual finance charge of the balance due.*

Please address questions to Chad Shirk Phone - 402-434-4431 Email - Chad.W.Shirk@wellsfargo.com

Page 1 (641802)

Lancaster County - Engineers and Architects (Jail)  
The Clark Enersen Partners

Payments - FY08 (General Fund)	448,418.53
Payments - FY09 (General Fund)	2,714,247.30
Bond Proceeds - FY09 (JPA)	394,853.52
Bond Proceeds - FY10 (JPA)	570,987.60
Total	4,128,506.95

Phase	<u>Contract Amount</u>	<u>Amount Paid</u>	<u>Unpaid Amount</u>
Schematic Design	795,890.66	795,890.66	-
Design Development	995,302.72	995,302.72	-
Construction Documents	1,892,286.96	1,892,286.96	-
Bidding and Construction	496,519.66	193,642.67	302,876.99
	4,180,000.00	3,877,123.01	302,876.99
Amendment - 112 Bed Addition	185,500.00	148,400.00	37,100.00
Amendment - Construction Admin	45,000.00	-	45,000.00
Amendment - Constuction Meetings	66,240.00	-	66,240.00
Revised Total	4,476,740.00	4,025,523.01	451,216.99
Reimbursable Expenses	329,523.00	102,983.94	226,539.06
Jail Invoice #1			
Schematic Design	55,712.35		
Reimbursable Expenses	3,012.94		
	58,725.29		
Jail Invoice #2			
Schematic Design	222,849.38		
Reimbursable Expenses	5,075.77		
	227,925.15		
Jail Invoice #3			
Schematic Design	159,178.13		
Reimbursable Expenses	2,589.96		
	161,768.09		
Jail Invoice #4			
Schematic Design	79,589.07		
Reimbursable Expenses	7,836.48		
	87,425.55		

Jail Invoice #5	
Schematic Design	278,561.73
Design Development	99,530.27
Reimbursable Expenses	<u>12,618.43</u>
	390,710.43
Jail Invoice #6	
Design Development	199,060.55
Reimbursable Expenses	<u>1,181.89</u>
	200,242.44
Jail Invoice #7	
Design Development	298,590.81
Reimbursable Expenses	<u>3,582.87</u>
	302,173.68
Jail Invoice #8	
Design Development	199,060.55
Reimbursable Expenses	<u>2,584.35</u>
	201,644.90
Jail Invoice #9	
Design Development	149,295.40
Construction Documents	113,537.22
Reimbursable Expenses	<u>1,314.24</u>
	264,146.86
Jail Invoice #10	
Construction Documents	359,534.52
Reimbursable Expenses	<u>1,887.99</u>
	361,422.51
Jail Invoice #11	
Design Development	49,765.14
Construction Documents	283,843.04
Reimbursable Expenses	<u>1,672.41</u>
	335,280.59
Jail Invoice #12	
Construction Documents	283,843.05
Reimbursable Expenses	<u>1,244.75</u>
	285,087.80



Jail Invoice #13	
Construction Documents	283,843.04
Reimbursable Expenses	<u>2,269.50</u>
	286,112.54
Jail Invoice #14 (JPA)	
Construction Documents	189,228.70
Reimbursable Expenses	<u>4,862.29</u>
	194,090.99
Jail Invoice #15 (JPA)	
Construction Documents	189,228.69
Reimbursable Expenses	<u>11,533.84</u>
	200,762.53
Jail Invoice #16 (JPA)	
Construction Documents	189,228.70
Reimbursable Expenses	<u>7,615.03</u>
	196,843.73
Jail Invoice #17 (JPA)	
Bidding and Construction Admin	49,651.97
Reimbursable Expenses	<u>7,145.38</u>
	56,797.35
Jail Invoice #18 (JPA)	
Bidding and Construction Admin	14,895.59
Reimbursable Expenses	<u>267.17</u>
	15,162.76
Jail Invoice #19 (JPA)	
Bidding and Construction Admin	14,895.59
Amendment - 112 Bed Addition	46,375.00
Reimbursable Expenses	<u>266.20</u>
	61,536.79
Jail Invoice #20 (JPA)	
Bidding and Construction Admin	19,860.78
Amendment - 112 Bed Addition	102,025.00
Reimbursable Expenses	<u>435.86</u>
	122,321.64

Jail Invoice #21 (JPA)	
Bidding and Construction Admin	14,895.59
Reimbursable Expenses	<u>20,272.94</u>
	35,168.53

Jail Invoice #22 (JPA)	
Bidding and Construction Admin	14,895.59
Reimbursable Expenses	<u>1,030.02</u>
	15,925.61

Jail Invoice #23 (JPA)	
Bidding and Construction Admin	34,756.38
Reimbursable Expenses	<u>1,557.25</u>
	36,313.63

Jail Invoice #24 (JPA)	
Bidding and Construction Admin	14,895.59
Reimbursable Expenses	<u>753.48</u>
	15,649.07

Jail Invoice #25 (JPA)	
Bidding and Construction Admin	14,895.59
Reimbursable Expenses	<u>372.90</u>
	15,268.49